

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGS LLC		06/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated		
Street Address:	1221 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76636982	LIBERTY 7'S	
Serial Number:	76636981	ROYAL REELS	
Serial Number:	76647887	LUCKY LOTTO	
Serial Number:	76629643	DRAGONS 8'S	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(202) 956-7685		
Email:	CarrierR@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		

OP \$115.00 76636982

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Signature:

/Rita M. Carrier/

Date:

07/07/2006

Total Attachments: 5

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AGS LLC, a Delaware Limited Liability Company with an office at Three Embarcadero Center, Suite 2330, San Francisco, CA 94111 (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, for which applications for registration and registrations are issued by or pending with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement dated as of June 28, 2006 (the "Effective Date") in favor of MORGAN STANLEY & CO. INCORPORATED, a Delaware Corporation with an office at 1221 Ave of Americas, New York, NY 10020 (the "Assignee") as collateral agent for the Secured Creditors (as defined therein) (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business associated with and symbolized by the Trademarks and the applications for registration and registrations thereof (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, the "Collateral"), to secure the payment, performance, and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer, and set over unto the Assignee, and grants to the Assignee for the benefit of the Secured Creditors, a continuing security interest in the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

AGS LLC:

By: _____

Name: _____

Title: _____

MORGAN STANLEY & CO. INCORPORATED:

By: _____

Name: *San Men*

Title: *Managing Director*

TRADEMARK

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IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

AGS LLC:

By: Carl M. Donnelly
Name: Carl M. Donnelly
Title: CFO

MORGAN STANLEY & CO. INCORPORATED:

By: _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF N Carolina
COUNTY OF Greenville ^{SS.:}

On this 28th day of June 2006, before me personally came Carl Donnelly, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of AGS LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of AGS LLC, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tina Monteleone
Notary Public - State of N Carolina
Printed Name Tina Monteleone

My Commission Expires:

11-21-2010

Schedule 1A: Trademarks and Service Marks

Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Owner
"Liberty 7's"	(76636982)	(April 25, 2005)	Pending	AGS LLC
"Royal Reels"	(76636981)	(April 25, 2005)	Pending	AGS LLC
"Lucky Lotto"	(76647887)	(October 3, 2005)	Pending	AGS LLC
"Dragons 8's"	(76629643)	(January 27, 2005)	Pending	AGS LLC